CONDITIONS, COVENANTS AND RESTRICTIONS
FOR
GLEN HOLLOW ESTATES

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR GLEN HOLLOW ESTATES, YAMHILL COUNTY, OREGON.

THIS DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR GLEN HOLLOW ESTATES, YAMHILL COUNTY, OREGON
(the "Declaration") is hereby made and executed this 7th day of June, 1995, by
Vancouver Development Company (a Washington Corp.), (the "Developer"), and Glen E.
McCollister and Ruth G. McCollister (collectively called "McCollisters").

WITNESSETH:

WHEREAS, Developer is the owner of all that certain real property located in
Yamhill County, Oregon, and legally described as Lots 3, 4, 6, 7, 8, 9, 10, 11, 12 and 13,
Glen Hollow Estates, as has been platted and designated as Glen Hollow Estates
according to the map and plat thereof on file with and in the official records of Yamhill
County, Oregon. The McCollisters are the Owners of Lots 1, 2, and 5, Glen Hollow
Estates, Yamhill County, Oregon.

WHEREAS, Developer and McCollisters desire to subject lots 1 through 13, Glen
Hollow Estates, to the conditions, covenants and restrictions contained herein for the
benefit of all of the lots in Glen Hollow Estates and their present and subsequent Owners.

NOW, THEREFORE, Developer and McCollisters hereby declare lots 1 through
13, Glen Hollow Estates, are and shall be held upon and conveyed subject to the
conditions, covenants, restrictions, reservations and charges hereinafter set forth, unless
specifically referenced herein.

SECTION 1 - DEFINITIONS.
The following words and terms, when used in this Declaration, and supplemental
Declarations or any changes, amendments or modifications hereto, shall have the
following meanings:

1.1 "Lot" shall mean and refer to any of the numbered parcels shown on any
recorded subdivision map or plat of Glen Hollow Estates, or any additional property
adjacent to Glen Hollow Estates which Developer makes subject to the terms hereof.

After recording return to: Vancouver Development Company
1310 Main Street, Vancouver, Washington 98660

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK
19950828 12:52pm 06/29/95
004 015989 12 03 000233
19950828 12:52pm 06/29/95
004 015989 12 03 000233
19950828 12:52pm 06/29/95

lot 10
1.2 "Owner" shall mean and refer to the Owner of record, whether one or more persons or entities, of an interest in and to any Lot which is part of Glen Hollow Estates, including contract sellers, but excluding those having such interest merely to secure performance of an obligation (Collectively "Owners").

1.3 "Street" shall mean and refer to any street, public way, highway, cul-de-sac or other thoroughfare providing a means of access and shown on any recorded subdivision map or plat of Glen Hollow Estates.

1.4 "Design Review Committee" shall mean and refer to the Developer, its agents, employees and appointees, until the earlier of one hundred percent (100%) of the Lots in Glen Hollow Estates are conveyed to Owners or January 1, 1997, at which time the Design Review Committee shall be comprised of not less than three (3) Owners of Lots in Glen Hollow Estates to be selected by majority vote of all Owners of Lots in Glen Hollow Estates on the second Thursday of February of each year. Committee members shall be elected to serve a term of two years.

1.5 "House" shall mean and refer to a detached dwelling, intended for use and occupancy by not more than one family, having complete living facilities and constituting one dwelling unit. This term shall also include and refer to a garage and any accessory buildings or portions of the principal building used for the parking or storage of vehicles.

SECTION 2 - COMMON SCHEME RESTRICTIONS.

The following restrictions are hereby imposed as a common scheme upon each Lot of Glen Hollow Estates for the benefit of every other Lot in Glen Hollow Estates and may be enforced by any Owner in or the Developer of Glen Hollow Estates.

2.1 No Lot shall be used for any purpose other than for the construction and occupancy of a House thereon and for residential purposes thereof.

2.2 No animals, livestock, poultry or fowls of any kind shall be raised, kept or permitted upon any Lot or in any part of Glen Hollow Estates except:

2.2.1 Domestic dogs, cats and caged pet birds provided such are not a nuisance to any resident within Glen Hollow Estates. Caged pet birds shall be kept within a House.

2.2.2 Any allowed horse(s) shall be kept within an appropriate enclosure constructed for the specific purpose of corraling and housing said horse(s). All such enclosures shall be located behind the House and in no event closer than 150 feet to the Street.

2.2.3 No permitted animal shall be allowed to become a nuisance to any resident within Glen Hollow Estates.

Page 2 of 13 - CONDITIONS, COVENANTS, AND RESTRICTIONS
2.2.4 All dogs, cats, horses and birds are not to be kept, bred or raised for commercial purposes or be in unreasonable numbers.

2.3 No Lot or any area in or part of Glen Hollow Estates shall be used for the purpose of exploring for, taking therefrom or producing therefrom, gas, oil or any other hydrocarbon or mineral substance.

2.4 No noxious or offensive activity shall be permitted upon any Lot or in any area or part of Glen Hollow Estates, nor shall anything be done or maintained thereon that may be or become an annoyance or nuisance to any Owner or detract from the value of Glen Hollow Estates as a high-class residential neighborhood.

2.5 No House or any building or structure shall be occupied in any manner while under the course of original construction or until it complies with all governmental standards for occupancy and use as a residential structure. All construction activity of any type or kind within Glen Hollow Estates and upon any Lot or any area in or part therein shall be prosecuted diligently and continuously from the time of commencement until full completion. All exterior and visible portions of all Houses, buildings, fences, walls or other structures placed on any Lot, in any area in or part of Glen Hollow Estates shall be constructed of new and high-grade materials, unless the use of materials that are not new or other than high-grade have been specifically approved by the Design Review Committee. No Houses, buildings or structures constructed elsewhere shall be moved onto or placed upon any Lot, any area or part of Glen Hollow Estates without the express written approval of the Design Review Committee. This provision shall not prohibit or restrict the erection, installation, movement and use of temporary trailers or structures provided such are exclusively incidental to the sale of Lots and construction and sales of Houses upon any Lot, any area in or part of Glen Hollow Estates provided such have been specifically approved by the Developer.

2.6 No trucks rated in excess of one (1) ton, heavy or light equipment (excluding typical non-commercial landscaping maintenance equipment) or any commercial vehicles shall be used, placed, erected, constructed or maintained for any purpose on any Lot or in any part of Glen Hollow Estates, including the streets or access ways unless completely enclosed. This restriction shall not prohibit commercial vehicles from making pickups or deliveries within Glen Hollow Estates nor prohibit or restrict trucks or commercial vehicles that are necessary for the construction of Houses, other buildings or future development by the Developer to include, but not limited to, road construction, land clearing, tree removal, etc., or the maintenance thereof within Glen Hollow Estates. Activity or usage in connection with construction projects shall be limited to later than 7:00 a.m. and prior to 6:00 p.m. of Monday through Saturday, 8:00 a.m. to 5:00 p.m. Sundays of any week.

2.7 No personal property such as a trailer, recreational vehicle, boat, camper unit or tent shall be placed, stored or parked on any Lot, or in any part of Glen Hollow
Estates for any period of time in excess of fourteen (14) days in any calendar year except such personal property owned by a Lot owner may be parked or stored in an area of the Lot that does not lie between the front or side of any House and the public street and in such a manner that is not a nuisance to any Owner or will detract from the value of Glen Hollow Estates. No boat, bus, recreational vehicle or inoperable automobile shall be placed, stored or parked on any Lot, or in any part of Glen Hollow Estates at any time unless enclosed or screened from public view.

2.8 Each Lot will have adequate room for the parking of private vehicles. No private vehicle parking shall be allowed on any Street, except as may be necessary in connection with construction activities or as may be required to perform other obligations required hereunder.

2.9 No motorcycle, All Terrain Vehicle or any other motorized recreational vehicle shall be operated on any Lot, or in any part of Glen Hollow Estates except on Streets and then only as a means of transportation and without becoming an annoyance to any other Owner of any other Lot in Glen Hollow Estates.

2.10 Television, radio aerials or antennas shall not be permitted upon any Lot, House or any part of or area in Glen Hollow Estates. Satellite receivers and dishes shall be permitted upon any Lot, House or any part or area of Glen Hollow Estates only if such are screened from view of any Street. All utilities shall be installed underground.

2.11 No Lot or area in or part of Glen Hollow Estates shall be used or maintained as a dumping site or depository for rubbish, refuse, trash, garbage or any other form or type of waste. Any such waste may be temporarily stored in a location visible from any Street within Glen Hollow Estates for not more than twenty-four (24) hours in a suitable and sanitary container until such waste is picked up or removed. Any containers or other equipment for the storage or disposal of such waste shall be maintained and operated in a safe and sanitary manner and not cause or be any form of nuisance to any resident of Glen Hollow Estates. Trimmings, cuttings and like debris may be composted on any Lot provided they are maintained in a singular enclosed location not visible from any Street and so as not to become an annoyance or nuisance to any other resident in Glen Hollow Estates.

2.12 No Lot or areas in part of Glen Hollow Estates shall have a clothesline or other such similar device or structure located as to be visible from any Street in Glen Hollow Estates. Street address and name signs shall conform to and comply with a common design, color and materials plan and scheme selected by the Developer. No changes or alterations to such scheme are permitted without the prior consent of the Design Review Committee.
SECTION 3 - SPECIFIC BUILDING RESTRICTIONS

3.1 No House, garage, fence, wall or other structure or building upon any Lot or in any area or part of Glen Hollow Estates shall be erected or constructed unless and until a complete set of plans and specifications therefor has been submitted to, reviewed and approved in writing by the Design Review Committee. Said plans and specifications shall include, but not necessarily be limited to, the exterior color scheme, exterior materials, landscaping of the House, building or structure to be erected or constructed that is visible from any Street and be in sufficient detail so as to permit a reasonable determination of the nature, style and finish of the complete structure. Plans should also include all areas of the Lot that are to remain in their native state.

3.2 No construction or other work on, alterations to, or activity related to such construction or other work for or to any House, building or structure on, or to be erected or constructed on any Lot, or any area in or part of Glen Hollow Estates shall be undertaken unless and until the Design Review Committee has specifically approved such work and authorized its commencement in writing. The Owner, its contractor, subcontractors, agents, employees, guests and invitees, shall comply with any and all governmental regulations, codes and ordinances concerning such work and hereby indemnify and agree to hold the Design Review Committee harmless from any claim, loss or liability, including reasonable attorneys' fees arising from or relating to such work.

3.3 In the event the Design Review Committee or its designees and agents fail to approve or disapprove any submission made in accordance with the provisions of this Section within thirty (30) days after such submission, approval will not be required and the provisions of this Section will be deemed to have been fully complied with.

3.4 Any agent, officer, employee, or designee of the Design Review Committee may, after reasonable notice and during normal business hours or at any other reasonable time, enter into and inspect any and all construction activity or maintenance work to determine compliance with this Section and this Declaration. Persons conducting such inspection shall not be deemed to be guilty of trespass in the course of performing such duties or other activities related thereto.

3.5 The Design Review Committee may cause any construction or maintenance work or activity not specifically authorized by this Section or not being performed in strict compliance with the terms or conditions or prior authorization or approval to be terminated immediately, or changes or corrections made as to make such construction or maintenance work comply with the terms or conditions of such prior authorization or approval. All Owners, their contractors, subcontractors, agents and employees do hereby acknowledge the right of the Design Review Committee to terminate such construction or maintenance work, to direct owner to order changes or modifications thereto and owner agrees to respond promptly to requests for changes or corrections to comply with objections of the Design Review Committee.
3.6 The following standards shall apply to and be enforced for any House, building or structure erected, constructed or maintained in Glen Hollow Estates.

3.6.1 Roof Materials. The exterior surfaces of the roofs of all Houses shall be cedar shake, tile materials or Architectural Composition as approved by the Design Review Committee.

3.6.2 Exterior Siding Materials, Trim and Other Features. The principal exterior surfaces, except roofs and windows, of all Houses in Glen Hollow Estates shall be comprised or constructed of cedar, fir, brick, L-P inner-Seal or equivalents thereof. In no event shall any exterior siding material that is principally comprised or constructed of plywood be applied to the exterior surface of any House, accessory building or other structure in Glen Hollow Estates. Upon approval of the Design Review Committee limited amounts of stucco shall be allowed. Exterior trim, doors, railings, decks, eaves, gutters and exterior finish of garages and other accessory buildings shall be designed, built and maintained so as to be compatible and in harmony with the structure they adjoin.

3.6.3 Windows. The frame materials used for windows in all Houses shall be composed of and constructed with materials and finished in such a manner so as to be compatible and in harmony with the House in which such windows are installed. In no event may any window frame or divider materials be unfinished or not painted or anodized in a manner and color unacceptable to the Design Review Committee.

3.6.4 Nature of Construction. All Houses erected or constructed in Glen Hollow Estates shall be constructed and utilize construction materials and procedures consistent herewith.

3.6.5 Landscaping. Not more than six (6) months after the substantial completion of any House erected or constructed in Glen Hollow Estates, the yards of the Lot upon which said House has been erected or constructed that are visible from any Street, shall be fully and completely landscaped in accordance with the plan for such landscaping submitted to and approved by the Design Review Committee according to the provisions of this Section. Owners are strongly encouraged to use sod for the planting of lawns, except where portions of the Lot that remain untouched during erection or construction are to remain in their natural state as indicated in the originally submitted plans and specifications. No review or approval of the non-visible yard landscaping by the Design Review Committee is required. At all times after substantial completion of the construction of a House on a Lot in Glen Hollow Estates and before the installation of landscaping, all Yards shall be maintained so as not to be offensive in appearance nor cause or present any sort or form of hazardous or dangerous condition. In the event of undue hardship caused by weather conditions, reasonable extensions of the time required to comply with these provisions.
regarding the installation of landscaping may be granted upon written approval of the Design Review Committee. All landscaping installed in and on any Lot in Glen Hollow Estates shall have, as some portion thereof and not necessarily limited to, a grass lawn together with trees, shrubs and other plantings as appropriate. In addition, the landscaping plan and the elements thereof for any Lot in Glen Hollow Estates shall be in harmony and be consistent with the landscaping previously installed in and on other Lots in Glen Hollow Estates. Additional clearing and tree removal is not to be restricted by this Section.

3.6.6 Minimum Area of Houses. The total square footage of any House excluding open porches, decks, and garage shall not be less than 2,000 square feet. The minimum square footage of the main floor of any multiple story House shall not be less than 1,000 square feet.

3.6.7 Garages. All Houses shall include a car garage with room for at least two cars. No carports shall be allowed.

3.6.8 Setbacks from Property Lines. Minimum setbacks on all Lots in Glen Hollow Estates is thirty (30) feet from all property lines.

3.6.9 Height Restrictions. Standard County height restrictions apply to all Lots.

3.6.10 Driveways. All driveways from the Street to the House shall be paved or gravel.

3.6.11 Design and Style of Houses, Out Buildings and Other Structures. Houses, out buildings, detached garages, barns and all other structures and improvements or alterations thereto shall be constructed and maintained utilizing high-quality materials and workmanship and be of such character, style and design as to be in harmony with surrounding Houses, structures and the general area. All Houses, out buildings, detached garages, barns or any other structures erected, constructed or maintained in Glen Hollow Estates shall comply in all respects with the provisions of this Declaration and all building codes, ordinances and regulations including, but not necessarily limited to, the Uniform Building Code and the applicable codes and ordinances of Yamhill County and the State of Oregon.

3.6.12 Guidelines and Discretion. The Design Review Committee shall have the authority to promulgate and issue and thereafter amend from time to time, design guidelines which shall be binding upon all Owners of Lots as set forth herein. The Design Review Committee, in its sole discretion, may withhold approval of any proposed improvements or other matter under their jurisdiction if
such proposed improvement would be inconsistent with the provisions contained herein or would be incompatible or not in harmony with the design standards of and for Glen Hollow Estates. Considerations such as siting, shape, size, color, design, height, impairment of view and other effects on the enjoyment of other Owners of Lots, as well as any other factors which the Design Review Committee believes to be relevant, may be taken into account by the Design Review Committee in determining whether or not to approve any proposed improvement or other matter under their jurisdiction.

3.6.13 Non-waiver. Approval or disapproval by the Design Review Committee of any matter proposed to them or within their jurisdiction shall not constitute a precedent or waiver or impair in any manner whatsoever the right of the Developer or the Design Review Committee to grant or withhold approval as to any similar matter thereafter proposed or constructed.

3.6.14 No liability. The Design Review Committee, nor any member thereof, shall be liable to any Owner, occupant, or other person or entity for any damage or loss suffered or claimed as a result of any action or failure to act on the part of the Design Review Committee.

SECTION 4 - EASEMENTS.

Developer hereby grants and reserves unto itself, its successors and assigns, and any and all others that will or may conduct or perform public or quasi-public utility services or functions, all those easements indicated upon the official map and plat of Glen Hollow Estates recorded in the records of Yamhill County, Oregon, for the purposes noted thereon and as follows:

Ingress, egress, installation, repair and maintenance of all utilities, including but not limited to, wells, water, storm and sanitary sewer, gas, telephone, electricity, and a master or cable television system.

SECTION 5 - SIGNAGE.

5.1 No sign or other advertising device shall be erected or constructed upon or placed within or on any Lot, House, building, structure or in any area or part of Glen Hollow Estates except one (1) sign not larger than eighteen (18) inches by twenty-four (24) inches advertising such House for sale.

5.2 Section 1 of this Section shall not prohibit, limit or restrict Developer in any way from erecting or constructing or authorizing the erection and construction of any sizes or types of signs indicating the name, features or availability of Lots or Houses within Glen Hollow Estates as being for sale, lease or rent.
SECTION 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE AND MONUMENT SIGN.

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all Lots. These improvements include a water system fed by a well located on Lot 1, Hidden Meadows. In addition, the streets, while dedicated to the public, must be maintained by the owners of lots benefited by the streets. All of the common improvements and street maintenance are collectively called "Common Improvements".

6.2 The cost to test the water system quarterly, or as often as required by applicable law, and maintain and repair the Common Improvements shall be the responsibility of the Owners of all Lots. Each Lot shall share the cost equally with Hidden Meadow Lots.

6.3 The Design Review Committee shall be responsible for contracting for testing, maintaining and repairing the Common Improvements on an "as needed" basis. Each year the Design Review Committee shall budget the amount needed for normal anticipated testing, maintenance and repair work for the coming year.

6.4 Upon completion of the budget of the anticipated costs, the Design Review Committee shall notify each Owner of their proportionate share of such costs by sending to each Owner a "Notice of Assessment". Each Owner shall pay the amount specified in the Notice of Assessment to the Design Review Committee within thirty (30) days of the date of the Notice of Assessment. All sums collected shall be deposited into an escrow account established by the Design Review Committee. Such funds shall be used only for the testing, maintenance and repairs required by this Section. The Design Review Committee may not accumulate excess funds from year to year unless specifically budgeted for an anticipated "major" maintenance or repair item which will occur in a future year.

6.5 If any unanticipated testing, maintenance or repairs to the Common Improvements are required, the Design Review Committee shall send a special Notice of Assessment notifying all Owners of the anticipated or actual cost of such maintenance and/or repairs. The Owners shall pay their share of such costs as provided in paragraph 6.4.

6.6 Any amounts assessed to an Owner under this Section 6 shall be the personal obligation of each Lot Owner and shall automatically become a lien upon the Lot as of the date of the Notice of Assessment. The Design Review Committee may record the Notice of Assessment to perfect the lien. If any Owner fails to pay their share of the assessment within 30 days after the Notice of Assessment, the Design Review Committee may foreclose its lien as provided in ORS Chapter 88. The Design Review Committee shall be entitled to recover its reasonable attorney fees, title search fees and all other cost associated with such foreclosure. All such costs shall also be secured by the lien.

Page 9 of 13 - CONDITIONS, COVENANTS, AND RESTRICTIONS
6.7 Any other common expenses for maintenance of Glen Hollow Estates, not specifically provided for under this Section, shall be assessed equally to the Lot Owners prior to the expenditure of a common expense. The Design Review Committee shall notify all Lot Owners of the circumstances and provide all Lot Owners with the opportunity to vote on the issue. Owners will be entitled to one vote for each Lot owned. A majority vote of the Owners shall be required prior to any such assessment and expenditure. Once approved such assessment and payment thereof shall be made as provided in paragraphs 6.4, 6.5 and 6.6.

SECTION 7 - MAINTENANCE.

7.1 Each Owner of any Lot in Glen Hollow Estates shall maintain the condition of said Lot and any and all improvements thereon including, without limitation, any House, building, fencing, landscaping, sidewalks, driveways, trees, shrubs or other vegetation thereon in a reasonably clean, neat, attractive and visually pleasing manner so as not to detract from Glen Hollow Estates being a high-class residential neighborhood.

7.2 The duty of every Owner of any Lot in Glen Hollow Estates as to maintenance shall extend and include the area between the property line of any Lot and the nearest curb or improved Street, including utility easements.

7.3 The Owners of all Lots in Glen Hollow Estates shall have the right to, upon the giving of thirty (30) days written notice and having received no response from the Owner of any Lot who fails to comply with the standards and provisions for maintenance and having knowledge that said Owner has in fact received such notice, enter into said Lot and accomplish such maintenance to landscaping, fencing and pillars, such as mowing unsightly areas or pruning of planted trees or bushes that impede views, painting or repairing fencing and such other work as is reasonably necessary to effectuate compliance with standards for landscaping and fencing maintenance. Costs incurred for such repairs or work shall be paid immediately by the non-complying Owner after presentation of a billing. Any billing which remains unpaid for thirty (30) days after presentment, may be recorded and will, upon recording, become a lien on such Lot. Such lien may be enforced and foreclosed as provided in paragraph 6.6. Non-compliance with standards and provisions in connection with a residential structure are to be reported to the Glen Hollow Estates Design Review Committee which will have the responsibility of effecting compliance.

SECTION 8 - AMENDMENTS OR MODIFICATIONS.

8.1 This Declaration may be amended or modified by an instrument signed by not less that seventy-five percent (75%) of the Owners of Lots in Glen Hollow Estates and seventy-five percent (75%) of the Lots in Glen Hollow Estates have been conveyed to Owners by the Developer.
8.2 Any and all amendments or modifications to this Declaration must be in writing and shall be recorded as an amendment or modification to this Declaration in the official and public records of Yamhill County, Oregon.

SECTION 9 - PHASING OF DEVELOPMENT.

If the Developer elects to develop additional or other phases of Glen Hollow Estates, such development may be in any number of phases containing any number of Lots and in such manner as Developer may so elect. For the purpose of interpreting and applying the provisions of this Declaration, the number of Lots in Glen Hollow Estates shall not be any particular phase or combination of phases, but shall be the entire number of Lots undertaken by Developer.

SECTION 10 - SUBDIVISION.

SECTION 11 - DURATION.

The covenants, conditions and restrictions of this Declaration and any and all amendments and modifications hereto shall run with and bind the land and inure to the benefit of any and all Owners of Lots in Glen Hollow Estates, their legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded in the official and public records of Yamhill County, Oregon. After such date, this Declaration and any and all amendments and modifications hereto shall be automatically extended and renewed for successive periods of ten (10) years unless and until an instrument terminating this Declaration signed by the then Owners of seventy-five percent (75%) of the Lots has been executed and recorded in the official records of Yamhill County, Oregon, prior to the commencement of any ten (10) year period.

SECTION 12 - OTHER PROVISIONS.

12.1 In constructing this Declaration, or any part hereof, stipulations that are necessary to make this Declaration or any of its terms or provisions reasonable are hereby implied. Invalidation of any of the provisions of this Declaration shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

12.2 The provisions of this Declaration shall bind and inure to the benefit of and be enforceable by the Developer, the Design Review Committee and the Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs and assigns. Failure by the Developer, the Design Review Committee, or any Owner or Owners of any Lot or Lots, their legal representatives, successors, heirs or assigns to enforce any condition, charge or restriction of this Declaration shall in no event be deemed a waiver of the right to do so.
12.3 Any or all of the rights, powers and reservations of Developer contained herein may be assigned by Developer without any diminution of such rights, powers and reservations and without the prior consent of any Owner or Owners of any Lot or Lots in Glen Hollow Estates.

12.4 By the recording of this Declaration, each Owner shall be deemed to have consented and agreed to every term, condition, covenant and restriction contained herein.

12.5 Neither Developer nor any successor, assign, employee, agent or other representative of Developer shall be liable to any Owner or to any other person for its enforcement or failure to enforce any provisions of this Declaration. Each Owner, by acquiring such Owner’s interest in a Lot, agrees to not bring any action or suit against Developer nor any successor, assign, employee, agent or other representative of Developer, and not to seek to recover any such damages or to seek any other relief, including, without limitation, equitable relief, by reason of any enforcement or failure to enforce any provision of this Declaration. Each Owner shall and does, by taking title to or occupying any portion of any Lot, agree to defend, indemnify and hold Developer andDeveloper’s successors, assigns, employees, agents and other representatives harmless from any claim, loss, damage, cost or expense, including, without limitation, reasonable attorneys’ fees arising out of the use, operation, ownership, occupancy or condition or state of repair of any Lot owned by such Owner.

12.6 Mortgage Protection.

12.6.1 Notice. Upon written request to the Design Review Committee identifying the name and address of the Mortgagor and the legal description of the Lot, any Mortgagor shall be entitled to receive written notice of all decisions of the Design Review Committee that affect that Lot.

12.6.2 Consent Required. Except upon the approval of Mortgagors holding Mortgages of Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages, no amendments may be made to this Declaration which add to or amend any material provision of the Declaration which establish, provide for, govern or regulate any of the following:

12.6.2.1 Voting;

12.6.2.2 Assessment, assessment liens, or subordination of liens;

12.6.2.3 Responsibility for maintenance and repair of the several portions of the Property;
12.6.2.4 Imposition of any right of first refusal or similar restriction of the right of any Owners to sell, transfer or otherwise convey such Owners’ Lot; and

12.6.2.5 Any provisions which are for the express benefit of Mortgagees.

12.6.3 Termination. The approval of the holders of Mortgagees holding Mortgages on Lots which have at least seventy-five percent (75%) of the votes of Lots which are subject to Mortgages shall be required for any termination of this Declaration. Any such Termination of this Declaration shall be carried out by the Owners pursuant to the provisions of the Declaration, and only after a vote of the Owners as required herein.

12.6.4 Limitation. The provisions of paragraph 12.6.2 are intended only to be a limitation on the right of the Owners to amend the Declaration, and any such amendments to the Declaration shall be made only upon full compliance with the provisions of such relating to the procedure and percentage of votes required for such amendment in addition to Section 8.

12.6.5 Deemed Approval by Mortgagees. Any Mortgagee who receives a written request to approve an amendment to the Declaration or any other action to be taken by the Board, Design Review Committee or Owners shall be deemed to have given such approval unless such Mortgagee’s written objection to such action is delivered to the Design Review Committee within thirty (30) days after the date of the written request.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed as of the date first written above.

Developer: Vancouver Development Company (a Washington Corp.)

By: ____________________________
Thomas A. Thornburgh
President

And:

______________________________
Glen E. McCollister

______________________________
Ralph G. McCollister

Page 13 of 13 - CONDITIONS, COVENANTS, AND RESTRICTIONS
STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on June 28, 1995
by Glen E. McCollister and Ruth G. McCollister

[Signature]
Notary Public for Oregon

STATE OF OREGON
County of Yamhill

This instrument was acknowledged before me on June 28, 1995
by Thomas A. Thornburgh as President of Vancouver Development Company

[Signature]
Notary Public for Oregon

14 of 14
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 27th day of
APRIL, 2000 and amends and modifies those Conditions,
Covenants, and Restrictions ("CCR's") of the development known as
"Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET
MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain
improvements which are for the benefit of all lots. These
improvements include a water system which is owned by Hidden
Meadows Water Association and which is governed by Hidden Meadows
Water Association. The specific terms and conditions governing
the said water system are more particularly described in the
Bylaws of Hidden Meadows Water System which are recorded on
May 1, 2000 in instrument #200005902 of the deed
and mortgage records of Yamhill County, OR. The streets, while
dedicated to the public, must be maintained by the owners of lots
in Glen Hollow Estates benefited by the streets. All of the
common improvements and associated street maintenance are
collectively herein known as "Common Improvements." This section
is completely replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water
system. This section is deleted, and all subsequent sections are
renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the
remaining terms and conditions of the CCR's remain in full force
and effect and are not modified. This said Amendment has been
executed by at least 75% of the owners of Glen Hollow Estates as
required by the original CCR's.

[Signatures]

Lot __

Lot __

Lot __

Lot __

Lot __

AFTER RECORDING RETURN TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

PAGE 1-AMENDMENT TO CCR'S
Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

State of ____________ )
County of ____________ ) ss

Personally appeared the above-named ROBERT D. ENGELKE and
JO L. ENGELKE before me and acknowledged the foregoing
instrument to be THEIR voluntary act and deed.

Subscribed and sworn to before me this __________ day of
April __________, 2000.

[Signature]
Notary Public for OREGON
My commission expires: 12-01-2001

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

State of ____________ )
County of ____________ ) ss

Personally appeared the above-named ____________ and
before me and acknowledged the foregoing
instrument to be ____________ voluntary act and deed.

Subscribed and sworn to before me this __________ day of
__________, 2000.

Notary Public for ____________
My commission expires: ____________
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 15th day of
Feb., 1999, and amends and modifies those Conditions,
Covenants, and Restrictions ("CCR's") of the development known as
"Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET
MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain
improvements which are for the benefit of all lots. These
improvements include a water system which is owned by Hidden
Meadows Water Association and which is governed by Hidden Meadows
Water Association. The specific terms and conditions governing
the said water system are more particularly described in the
Bylaws of Hidden Meadows Water System which are recorded on
May 1, 1989, in instrument #200005902 of the deed
and mortgage records of Yamhill County, OR. The streets, while
dedicated to the public, must be maintained by the owners of lots
in Glen Hollow Estates benefited by the streets. All of the
common improvements and associated street maintenance are
collectively herein known as "Common Improvements." This section
is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water
system. This section is deleted, and all subsequent sections are
renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the
remaining terms and conditions of the CCR's remain in full force
and effect and are not modified. This said Amendment has been
executed by at least 75% of the owners of Glen Hollow Estates as
required by the original CCR's.

Lot 7

Mary Lou Gouger

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

AFTER RECORDING RETURN TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE

PAGE 1-AMENDMENT TO CCR'S
Lot __________
Lot __________
Lot __________
Lot __________
Lot __________
Lot __________
Lot __________

State of Oregon) ss
County of Yamhill) ss

Personally appeared the above-named Keith Gouger and
Mary Lou Gouger before me and acknowledged the foregoing
instrument to be valid voluntary act and deed.

Subscribed and sworn to before me this 15th day of

Randy W. Hopp
Notary Public for
My commission expires: 2-17-00

State of __________) ss
County of __________) ss

Personally appeared the above-named __________ and
before me and acknowledged the foregoing
instrument to be __________ voluntary act and deed.

Subscribed and sworn to before me this _______ day of
__________, 1999.

Notary Public for ____________________________
My commission expires: ____________

PAGE 2-AMENDMENT TO CCR'S
This Amendment to CCR's is made and executed this 21st day of March, 1999 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1989 in instrument # 200005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

Kenny Slatton

Lot __

Lot __

Lot __

Lot __

Lot __

AFTER RECORDING RETURN TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE
Lot __
Lot __
Lot __
Lot __
Lot __
Lot __
Lot __
Lot __
Lot __

State of Oregon
County of Yamhill

Personally appeared the above-named Kelly Santon and before me and acknowledged the foregoing instrument to be valid voluntary act and deed.

Subscribed and sworn to before me this 21st day of March, 1999.

Randy W. Hopp
Notary Public for
My commission expires: 2-17-04

State of _________
County of __________

Personally appeared the above-named _______ before me and acknowledged the foregoing instrument to be ______ voluntary act and deed.

Subscribed and sworn to before me this ______ day of ________, 1999.

Notary Public for _________
My commission expires: __________
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

2000

This Amendment to CCR's is made and executed this 31st day of January, 1995 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1989 in instrument #200005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

Michael B. Gumer
Lot 4

Ann D. Gumer
Lot 4

Lot_

Lot_

Lot_

Lot_

Lot_

Lot_

AFTER RECORDING RETURN TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE

PAGE 1-AMENDMENT TO CCR'S
Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

Lot ________________

State of ____________ ) ss
County of ____________ )

Personally appeared the above-named ______________________ and
________________________ before me and acknowledged the foregoing
instrument to be __________________ voluntary act and deed.

Subscribed and sworn to before me this ____________ day of
________________________, 1999.

Notary Public for
My commission expires: ____________

State of ____________ ) ss
County of ____________ )

Personally appeared the above-named ______________________ and
________________________ before me and acknowledged the foregoing
instrument to be __________________ voluntary act and deed.

Subscribed and sworn to before me this ____________ day of
________________________, 1999.

Notary Public for
My commission expires: ____________

PAGE 2-AMENDMENT TO CCR'S
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 3/17 day of Jan., 1999 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1999 in instrument # 200005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:
NO CHANGE

PAGE 1 - AMENDMENT TO CCR'S
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________
Lot ___________________________ Lot ___________________________

State of Oregon )
County of Yamhill ) ss

Personally appeared the above-named Jack Kriz and
Paula Kriz before me and acknowledged the foregoing
instrument to be valid voluntary act and deed.

Subscribed and sworn to before me this 31st day of
Jan., 2006

[Signature]
Notary Public for
My commission expires: 2-17-2006

State of Oregon )
County of Yamhill ) ss

Personally appeared the above-named Brad Myers and
LeCia Myers before me and acknowledged the foregoing
instrument to be valid voluntary act and deed.

Subscribed and sworn to before me this 2nd day of
Apr., 2006

[Signature]
Notary Public for
My commission expires: 2-17-04

2 lots
#1 & 2

PAGE 2-AMENDMENT TO CCR'S
State of Oregon ss
County of Yamhill

Personally appeared the above-named Robert Flippin and Marian McPhie before me and acknowledged the foregoing instrument to be voluntary act and deed.

Subscribed and sworn to before me this 9th day of April, 1999.

[Signature]

Notary Public for
My commission expires: 2-17-2004

OFFICIAL SEAL
RANDY W. HOPP
NOTARY PUBLIC-OREGON
COMMISSION NO. 331541
MY COMMISSION EXPIRES FEB. 17, 2004

PAGE 2-AMENDMENT TO CCR'S
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 31st day of January, 1999 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1999 in instrument # 200005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

[Signatures]
Lot 1
1/31/00

Lot 2
1/31/00

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

Lot __

SEND ALL TAX STATEMENTS TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

PAGE 1-AMENDMENT TO CCR'S
Lot ___________ Lot ___________
Lot ___________ Lot ___________
Lot ___________ Lot ___________
Lot ___________ Lot ___________
Lot ___________ Lot ___________

State of Oregon ) ss
County of Yamhill )

Personally appeared the above-named Gary Baker and
Gary Baker before me and acknowledged the foregoing
instrument to be valid voluntary act and deed.

Subscribed and sworn to before me this 23rd day of
January, 1999

[Signature]

Notary Public for
My commission expires: 2-17-2000

State of __________ ) ss
County of __________

Personally appeared the above-named __________ and
before me and acknowledged the foregoing
instrument to be __________ voluntary act and deed.

Subscribed and sworn to before me this ______ day of
__________, 1999.

Notary Public for
My commission expires: __________

PAGE 2-AMENDMENT TO CCR'S
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 31st day of January, 1999 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1999 in instrument #20005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

Owner
Lot 5

Owner
Lot__

Lot__

Lot__

Lot__

Lot__

AFTER RECORDING RETURN TO:

Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE
Lot __
Lot __
Lot __
Lot __
Lot __
Lot __

State of Oregon
County of Yamhill

Personally appeared the above-named Daniel Levine and
Michele Levine before me and acknowledged the foregoing
instrument to be voluntary act and deed.

Subscribed and sworn to before me this 31st day of

Notary Public for
My commission expires: 2-17-2000

State of
County of

Personally appeared the above-named __________ and
before me and acknowledged the foregoing
instrument to be __________ voluntary act and deed.

Subscribed and sworn to before me this _____ day of
__________, 1999.

Notary Public for
My commission expires: _________

PAGE 2-AMENDMENT TO CCR'S
AMENDMENT TO CCR'S
GLEN HOLLOW ESTATES

This Amendment to CCR's is made and executed this 5th day of February, 2006 and amends and modifies those Conditions, Covenants, and Restrictions ("CCR's") of the development known as "Glen Hollow Estates" as follows:

Section 6 - WATER SYSTEM, COMMON AREA FENCING, STREET MAINTENANCE, AND MONUMENT SIGN

6.1 Glen Hollow Estates has or will have certain improvements which are for the benefit of all lots. These improvements include a water system which is owned by Hidden Meadows Water Association and which is governed by Hidden Meadows Water Association. The specific terms and conditions governing the said water system are more particularly described in the Bylaws of Hidden Meadows Water System which are recorded on May 1, 1994 in instrument # 200005902 of the deed and mortgage records of Yamhill County, OR. The streets, while dedicated to the public, must be maintained by the owners of lots in Glen Hollow Estates benefited by the streets. All of the common improvements and associated street maintenance are collectively herein known as "Common Improvements." This section is completed replaced with the foregoing language.

6.2 Testing, maintenance, etc. associated with water system. This section is deleted, and all subsequent sections are renumbered, beginning with Section 6.2.

Other than specifically modified as set forth herein, the remaining terms and conditions of the CCR's remain in full force and effect and are not modified. This said Amendment has been executed by at least 75% of the owners of Glen Hollow Estates as required by the original CCR's.

Owner
Lot 8

Lot 8

Lot 9

Lot

Lot

Lot

Lot

Lot

Lot

AFTER RECORDING RETURN TO:
Michael G. Gunn, Attorney at Law
PO Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:
NO CHANGE

PAGE 1-AMENDMENT TO CCR'S
Personally appeared the above-named deceased before me and acknowledged the foregoing instrument to be a true voluntary act and deed.

Notary Public for

My commission expires:

12/30/03
BYLAWS
OF
HIDDEN MEADOWS WATER ASSOCIATION

ARTICLE I. OFFICE

The principal office of the corporation known as Hidden
Meadows Water Association (herein known as "corporation") in the
State of Oregon shall be located at 9875 NE Meadow Loop, Newberg,
Oregon, County of Yamhill, State of Oregon.

The registered office of the corporation required by
the Oregon Corporation Act to be maintained in the State
of Oregon may be, but need not be, identical with the principal
office in the State of Oregon, and the address of the registered
office may be changed from time to time by the Board of Direc-
tors.

The initial address of the registered agent is Randy Hopp,
9875 NE Meadow Loop, Newberg, OR 97132, although the registered
agent name and address may be modified in the future.

The provisions of these bylaws are applicable to all lots
within the subdivisions known as "Hidden Meadows" and "Glen
Hollow Estates", and the entire management structure thereof.

ARTICLE II. MEMBERS

Section 1. Qualification. Members of the said
corporation are owners of lots in the subdivision known as
"Hidden Meadows" (a total of 22 lots and 22 members) and owners
of lots in the subdivision known as "Glen Hollow Estates" (a

AFTER RECORDING RETURN TO:      SEND ALL TAX STATEMENTS TO:

Michael G. Gunn
Attorney at Law
P.O. Box 1046
Newberg, OR 97132

No Change

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK

PAGE 1-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION  136.00
000032116200005862023
200005902 10:06:18 AM 05/01/2000
DMR AGRDMR 1 1 TONYA
115.00 10.00 11.00
total of 13 lots and 13 members). Note: membership is by ownership of lot.

A lot owner who is an executor, administrator, guardian, or trustee may vote, in person, by proxy, or ballot, at any meeting of the corporation with respect to any lot owned or held by him or her in such capacity, whether or not the same shall have been transferred to his name; provided that he or she shall satisfy the secretary that he or she is the executor, administrator, guardian, or trustee, holding such lot ownership in such capacity. Whenever any lot is owned by two or more persons jointly according to the records of the corporation, the vote of the lot may be exercised by any one of the owners then present, in the absence of protest or objection by a co-owner. In the event of such protest or objection by a said co-owner, no one co-owner shall be entitled to vote without the approval of all the said co-owners. In the event of disagreement among the co-owners, the vote of the lot shall be disregarded completely in determining the proportion of votes given with respect to such matter, as that said lot is not entitled to any vote.

Section 2. Manner of Admission. Each person or party owns a lot in either of the aforesaid subdivisions is automatically a member of the said corporation. Each member is responsible at all times to notify the secretary of the said corporation of the correct mailing address for the said member.

Section 3. Annual Meeting. The annual meeting of the members shall be held at a minimum at least once per year on a date designated by the Board of Directors.
Section 4. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president or by the board of directors, and shall automatically be called by the president at the request of at least three members of the corporation.

Section 5. Place of Meeting. The board of directors may designate any place, within the Newberg area, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. A waiver of notice signed by all members to vote at a meeting may designate any place, within the Newberg area, as the place for the holding of such meeting. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the registered office of the corporation in the State of Oregon.

Section 6. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) or more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the membership roster, with postage thereon prepaid.

Section 7. Quorum. A minimum of 2/3 of the voting
members of the corporation entitled to vote, represented in
person or by proxy, shall constitute a quorum at a meeting of the
members, with a majority vote of all members in attendance
required to affirmatively act upon any corporate business
requiring a vote of the members. If less than a majority of the
members are represented at a meeting, a majority of the members
so represented in attendance may adjourn the meeting from time to
time without further notice.

Section 8. Proxies. At all meetings of members, a
member may vote by proxy executed in writing by the member or by
his duly authorized attorney in fact. Such proxy shall be filed
with the secretary of the corporation before or at the time of
the meeting. No proxy shall be valid after eleven months from
the date of its execution, unless otherwise provided in the
proxy.

Section 9. Voting of memberships. Each member (who is
the owner or designated person if more than one owner for each
lot as set forth herein) entitled to vote shall be entitled to
one vote upon each matter submitted to vote at a meeting of
members.

Section 10. Objective of Corporation. The corporation
is formed to own the water system that services the subdivisions
set forth herein and to maintain the said water system, make
improvements and repairs to the said water system, set and
collect usage, maintenance, and improvement fees associated with
the said water system, and to set overall policies associated
with the said water system.

ARTICLE III. BOARD OF DIRECTORS

PAGE 4-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION
Section 1. General Powers. The business and affairs of the corporation shall be managed by its board of directors.

In addition to the powers and duties as set forth in ORS 65 et. seq., the board of directors shall have the powers and duties necessary for the administration of the business and affairs of the corporation and may do all such acts and things as are not by law or by these said Bylaws directed to be exercised and done by the unit owners, including but not limited to the following acts:

1). Care, upkeep, and supervision of the assets of the corporation.

2). Establishing and maintaining replacement reserve accounts and other reserves that are required to be maintained by these said Bylaws and such other reserve accounts as are permitted by these said Bylaws.

3). Designation and collection of monthly assessments from the members, as set forth herein in these said Bylaws.

4). Establishing a budget for the payment of all expenses and the creation of and maintenance of a system for such payment as may be reasonably necessary to prevent any misuse of corporation funds.

5). Obtaining and maintaining insurance policies and payment of premiums thereof out of the corporation expense funds in respect to assets of the corporation as set forth herein.

6). Designation, hiring, and dismissal of the personnel necessary for the maintenance and operation of the corporation and its assets.

7). Insuring the preparation of and distribution of
annual financial statements of the corporation to each of the said members as set forth herein.

8). Adoption and amendment of administrative rules and regulations governing the details of operation and use of the common elements; provided, however, that any such rules or regulations shall always be subject to rescission or amendment by the corporation upon a vote of the required percent of members as set forth herein.

9). Restricting and limiting the amount water usage by any member when in its discretion the board of directors feels that restriction and limitation is required in the best interest of the corporation.

10). In its discretion, the board of directors may employ a management agent, to be compensated in an amount determined by the board, to perform such duties and services as the board shall authorize.

Section 2. Number, Tenure and Qualifications. The number of members of the Board of Directors must be either five (5) or seven (7). If the number of directors is five (5), then three (3) of those directors need to be owners of lots in Hidden Meadows, with two (2) of those directors then being owners of lots in Glen Hollow Estates. If the number of directors is seven (7), then four (4) of those directors need to be owners of lots in Hidden Meadows, with three (3) of those directors then being owners of lots in Glen Hollow Estates. Each director shall hold office until the next annual meeting of members and until his successor shall have been elected and qualified. Directors need not be residents of the State of Oregon but must be members of
the corporation. Each director is responsible at all times to notify the secretary of the said corporation of the correct mailing address for the said director.

Section 3. Regular Meetings. A regular meeting of the board of directors shall be held without other notice than stated in these bylaws immediately after, and at the same place as, the annual meeting of members. The board of directors may provide, by resolution, the time and place, within the Newberg area, for the holding of additional regular meetings without other notice than such resolution.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any of the directors. The person or persons authorized to call special meetings of the board of directors may fix any place, within the Newberg area, as the place for holding any special meeting of the board of directors call by them.

Section 5. Telephonic Meetings. In the event of an emergency, telephonic meetings may be held by the board of directors. Such telephonic meetings shall be carried on by means of a "conference call" in which each director may speak with any of the other directors. The directors shall keep telephone numbers on file with the president to be used for telephonic meetings. No notice to either directors or corporation members shall be required for a telephonic meeting of the board of directors to be held for any emergency action; provided, however, that no such telephonic meeting shall occur unless an attempt has been made to call each director at the telephone number maintained on file with the board of directors for such purpose.
Section 6. Notice. Notice of any special meeting shall be given at least two (2) days previously thereto by written notice delivered personally or mailed to each director at his business address, or by telegram. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. If the number of directors are five (5), then at least four (4) of the directors fixed by Section 2 of this Article III are required to constitute a quorum; if the number of directors are seven (7), then at least six (6) of the directors fixed by Section 2 of this Article III are required to constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 8. Vacancies. Any vacancy occurring in the board of directors is to be filled as set forth herein in Article III, Section 2 (relating to election of Board of Directors); provided, however, subject to the terms and conditions set forth
herein, that a director can be appointed by the president to serve the unexpired term of his predecessor in office. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

Section 9. Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 10. Unanimous Vote Required. A unanimous vote of all directors is required regarding any action associated with a corporate matter voted on at any board of directors meeting.

ARTICLE IV. OFFICERS

Section 1. Number. The officers of the corporation shall be a president, one vice-president, and a secretary/treasurer, each of whom shall be elected by the board of directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the board of directors. One person can only hold one office at any point in
time.

Section 2. Election and Term of Office. The officers of the corporation to be elected by the board of directors shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. President. The president shall be the principal executive officer of the corporation and, subject to the control of the board of directors, shall in general supervise and control all the business and affairs of the corporation. He shall, when present, preside at all meetings of the members and of the board of directors. He may sign, with the secretary
or any other proper officer of the corporation thereunto
authorized by the board of directors, documents which the board
of directors has authorized to be executed, except in cases where
the signing and execution thereof shall be expressly delegated by
the board of directors or by these bylaws to some other officer
or agent of the corporation, or shall be required by law to be
otherwise signed or executed; and in general shall perform all
duties incident to the office of president and such other duties
as may be prescribed by the board of directors from time to time.

Section 6. The Vice-President. In the absence of
the president or in the event of his death, inability or refusal
to act, the vice-president shall perform the duties of the
president, and when so acting, shall have all the powers of and
be subject to all the restrictions upon the president. The
vice-president may sign, with the secretary any documents
authorized to be signed by the president; and shall perform such
other duties as from time to time may be assigned to him by the
president or by the board of directors.

Section 7. The Secretary/Treasurer. The
secretary/treasurer shall: (a) keep the minutes of the members
and of the board of directors meetings in one or more books
provided for that purpose; (b) see that all notices are duly
given in accordance with the provisions of these bylaws or as
required by law; (c) be custodian of the corporate records; (d)
keep a register of the post office address of each member which
shall be furnished to the secretary by such member; (e) have
general charge of the membership books of the corporation; (f)
have charge and custody and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article V of these bylaws; and (g) in general perform all duties incident to the office of secretary/treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors.

Section 8. One copy of the minutes of each board meeting shall be sent to each board member within fifteen days from the date of any meeting.

ARTICLE V - OBLIGATIONS OF THE MEMBERS

Section 1. Assessments. All members are required to pay annual assessments imposed by the corporation to meet all the corporation's expenses as well as pay for monthly usage of water based upon rates determined by the board of directors. In the discretion of the board of directors, the assessments may be made payable, semiannually, quarterly, or monthly. All of the reserve accounts created pursuant to these Bylaws shall be funded by allocation and payment from the assessments of members. The assessment of all members who may be benefited by expenditure of reserve funds may be increased as necessary, so the reserve fund in question can be maintained in an amount sufficient to meet the needs for which such fund was established.

1). Each member will be assessed on a monthly basis for his specific water usage based upon a rate schedule adopted.
by the board of directors.

2). Except as otherwise provided herein, each member will be liable for the expenses in equal shares.

3). The assessment of members shall include the following items, which shall be defined as normal expenses:
   a). Administrative expenses.
   b). Maintenance or repair of the assets of the corporation.
   c). Any deficit (shortage) in expenses for any prior period.
   d). Cost of insurance or bonds obtained in accordance with these Bylaws.
   e). Professional management cost if authorized by the board of directors.
   f). Legal, accounting, and other professional expenses.
   g). Any other items properly chargeable as an expense of the corporation.

and shall also include the following items which are defined as Reserve items:

1). Any reserve account for the purpose of effectuating replacements of structural elements of the said water system (i.e., pipes, meters, pumps, holding tanks, etc.). Payment into this account shall be deemed a contribution to a capital improvement (not an expense item) as and when made, and shall constitute a reserve account. The reserve accounts for replacement shall be funded by assessment against all members in the same manner as the assessments for expenses as set forth.
herein.

2). At least once per year, the board of directors is required to prepare a schedule of those structural elements which will require replacement during the next calendar year, the approximate amount of cost of the said replacements, and the approximate amount of assessment against each member associated with the said replacement.

3). Each said reserve account shall be kept in an account with a safe, responsible, and reputable bank or savings and loan corporation and shall be accounted for separately. Assessments paid into the reserve accounts are the property of the corporation and are not refundable to members; provided, however, that nothing herein shall prevent members from treating their outstanding allocable share of reserve accounts as a separate or reimbursable item in a sales agreement (i.e. a pro-rate to be handled between the seller and the purchaser of a specific lot). No member shall have any individual rights in any of these reserves.

Section 2. Special Assessments.

The board of directors shall have the authority to assess special assessments against a member (s) in the following manner for the following purposes:

1). To pay for a deficit in the operating budget by vote of a majority of the board;

2). To collect amounts due to the corporation from a member for breach of the member's obligations under these Bylaws and/or the corporation's rules and regulations, by vote of a majority of the board;

PAGE 14-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION
ARTICLE VI. DEFAULT BY A MEMBER

Section 1. Default by a member.

Failure by a member to pay any assessment of the corporation (which includes but is not limited to the monthly water bill and any other assessment levied against the said member) shall be a default by such member of his or her obligations pursuant to these Bylaws. Notwithstanding the other remedies of the corporation provided herein, this said default by the member shall entitle the corporation to declare the balance of such member’s assessment otherwise being paid in installments to be immediately due and payable in full. Interest shall be charged on delinquent assessments at a rate as may be set by the board of directors, not to exceed the highest rate permitted by applicable law. Prior to the change in any interest rate charged on delinquent assessments, the board of directors shall give thirty (30) days written notice to all owners.

1). The corporation shall also be entitled to a lien that may be enforced on compliance with the provisions of OR Revised Statutes. Liability for all assessments, charges, interest, fees (including attorney fees and other cost advancements), and other sums owing by the member pursuant to these bylaws and rules and regulations of the corporation shall be the personal obligation of the members and may be enforced by suit for a money judgment, in addition to all other remedies of the corporation.

2). Furthermore, the corporation shall have the right to terminate water service to the said member (via "locking" any applicable shut off valves) until the said member cures all
defaults.

ARTICLE VII. INSURANCE

The board of directors shall obtain and maintain at all times insurance of the type and kind and in the amounts set forth herein, and including insurance for such other risks of a similar or dissimilar nature as are or shall hereafter customarily be covered with respect to other water systems similar in construction and design, and which insurance shall be governed by the provisions in this article.

Section 1. Types of Insurance Policies.

At all material times herein, the board of directors shall obtain and maintain and shall pay for out of the expense funds, the following insurance to the extent available at reasonable cost:

1). A policy insuring the board of directors, the members individually, and the manager against any liability to the public or the members, incident to the ownership, supervision, control, or use of the water system (with this said policy naming all of the aforesaid persons and/or parties as named insureds). Limits of liability under such insurance shall be not less than $1,000,000 per occurrence for bodily injuries and property damage liability; provided, however, that the said liability limits and coverage shall be reviewed at least annually by the board of directors, which may increase the limit of and/or coverage, in its discretion. The policy or policies shall be issued on a comprehensive liability basis and shall provide cross-liability endorsements wherein the rights of the named insured under the policy or policies shall not be prejudiced as
respects his, her, or their action against another named insured.

2). Workers' compensation insurance to the extent necessary to comply with any applicable laws.

Section 2. Insurance Proceeds Sufficient to Cover Loss.

In case of fire, casualty, or any other damage and destruction, the insurance proceeds of the master policy, if said policy is applicable, if sufficient to reconstruct the water system and other said assets, shall be applied to such effectuate such reconstruction.

Section 2. Insurance Proceeds Insufficient to Cover Loss.

If the insurance proceeds are insufficient to reconstruct the damaged or destroyed water systems and other assets, the damage to or destruction of the said assets shall be promptly repaired and restored by the manager or the board of directors, using the proceeds of insurance, if any, on the assets for that purpose and all the members shall be liable for assessment for any deficiency for the reconstruction, with the said deficiency to take into consideration as the member's contribution any individual policy insurance proceeds provided by such member.

ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1. Contracts. Subject to the restrictions set forth herein, the board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. Subject to the restrictions set
forth herein, no loans shall be contracted on behalf of the
corporation and no evidence of indebtedness shall be issued in
its name unless authorized by a resolution of the board of direc-
tors. Such authority may be general or confined to specific
instances.

Section 3. Checks, Drafts, etc. All checks, drafts
or other orders for the payment of money, notes or other
evidences of indebtedness issued in the name of the corporation,
shall be signed by either the President or the Treasurer.

Section 4. Deposits. All funds of the corporation
not otherwise employed shall be deposited from time to time
to the credit of the corporation in such banks, trust companies
or other depositaries as the board of directors may select.

ARTICLE IX. FISCAL YEAR

The fiscal year of the corporation shall begin on the
1st day of January and end on the 31st day of December of each
year.

ARTICLE X. WAIVER OF NOTICE

Whenever any notice is required to be given to any
member or director of the corporation under the provisions
of these bylaws or under the provisions of the articles of incor-
poration or under the provisions of the Oregon Nonprofit
Corporation Act, a waiver thereof in writing, signed by the
person or persons entitled to such notice, whether before or
after the time stated therein, shall be deemed equivalent to the
giving of such notice.

ARTICLE XI. RECORDS AND AUDITS

Section 1. General Records.
The board of directors and the management agent or manager shall keep detailed records of the actions of the actions of the board of directors, and the management agent or manager, shall keep minutes of the meetings of the corporation. The board of directors shall maintain a list of the members entitled to vote at meetings of the corporation.

Section 2. Records of Receipts and Expenditures.

The board of directors or its designee shall keep detailed and accurate records in chronological order of the receipts and expenditures affecting the corporation, itemizing the maintenance expenses of the corporation and any other expenses incurred. All records of the corporation records and the vouchers authorizing said payments shall be available for examination by the members at any reasonable times.

Section 3. Assessment Roll.

The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each member. The said account shall designate the name and address of the member, the amount of each assessment against the member, the dates and amounts in which the assessment comes due, the amounts paid on the account, and the balances due on the assessments.

Section 4. Reports and Audits.

The board of directors shall prepare or cause to be prepared an annual report of the receipts and expenditures of the corporation and a balance sheet and an income and expense statement setting forth the financial condition of the corporation as
of the end of each fiscal year. The report shall be prepared according to generally accepted accounting principals and procedures and shall be distributed to all members within ninety (90) days after the end of each fiscal year. At any time any member may, at his own expense, cause an audit or inspection to be made of the books and records of the corporation.

ARTICLE XII. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

To the fullest extent possible, the corporation shall indemnify and hold harmless any director, officer, employee, or agent who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (other than any proceeding instituted by the corporation) by reason of the fact that he or she is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fees and costs which have been incurred), judgments, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with such suit, action, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the corporation. The termination of any action, suit, or proceeding by judgment, order, or settlement shall not of itself create a presumption that a person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interest of the corporation, and, with
respect to any criminal action or proceedings, had reasonable cause to believe his or her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit, or proceeding as and when incurred, subject only to the right of the corporation, should it be proven at a later time that the person had no right to such payments.

ARTICLE XIII. AMENDMENTS TO BYLAWS

These bylaws may be amended only by an affirmative vote by the 75% of the members. Any amendments adopted hereby shall be reduced to writing, certified by the president and secretary of the corporation to be the amendment adopted by the corporation, and the certified amendment shall be recorded in the Deed and Mortgage Records of Yamhill County, Oregon; provided, however, that no amendment of these bylaws reducing or eliminating the right of any first mortgagee shall be made without the prior written consent of the first mortgagee.

ARTICLE XIV. ASSESSMENTS, ETC.

In case suit or action is filed to enforce any term or condition of these Bylaws and the associated regulations of the corporation and to collect unpaid amounts due by the said member, the said member is liable for the payment of the reasonable attorney fees and costs incurred. In case the corporation is required to retain the services of an attorney to enforce any term or condition of these said Bylaws and the associated rules and regulations of the corporation and to collect any amounts due by the member, the said member is liable for the payment of attorney fees and costs incurred by the corporation, even though no action is instituted.

PAGE 21-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION
ARTICLE XV. MISCELLANEOUS PROVISIONS

Section 1. Notices.

All notices required to be sent to the corporation or the board of directors shall be sent in care of the management agent, or to the principal office of the corporation or any other address which the board of directors may designate.

Section 2. Waiver.

Failure by any party to require performance by another party of any of the provisions hereof shall in no way affect the waiving party's rights hereunder to enforce the same, nor shall any waiver of any party of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

Section 3. Number, Gender, Etc.

As used hereunder, the singular shall include the plural and the plural the singular, and the masculine and neuter shall each include the masculine, feminine, and neuter as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of these said Bylaws.

Section 4. Invalidity.

If any portion of these said Bylaws are deemed to be invalid, that said determination shall not have any effect upon the validity or enforcement of the remaining terms and conditions of the said Bylaws.

Adopted this 21st day of April, 2000.

[Kathryn J. Sawyer Whitaker]
Hidden Meadows Water Association
by: Kathryn Sawyer Whitaker
President

PAGE 22-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION
State of Oregon       )
       ) ss
County of Yamhill

Personally appeared the above-named W. II. D. (s) ) ) ) )
before me and acknowledged the foregoing instrument to be his/her
voluntary act and deed and who further stated that she was
executing the foregoing documents with the authority of the Board
of Directors.

Subscribed and sworn to before me this ___ day of
April, 2000.

Notary Public for Oregon
My commission expires: 10/12/2001

PAGE 23-BYLAWS OF HIDDEN MEADOWS WATER ASSOCIATION
WATER WELL AND WATER SYSTEM EASEMENT

The undersigned are the owners (hereinafter "Owners") of Lot 1, Hidden Meadows, Yamhill County, Oregon ("Lot 1"). A water well has been installed on Lot 1. In partial consideration of the sale by Owners of land to NSP Development, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, Owners agree as follows:

1. The water well is located approximately 65.51 feet south and 99.81 feet east of the northwest corner of Lot 1, Hidden Meadows, Yamhill County, Oregon.

2. The water well is owned by and has been installed by NSP Development, the owner and developer of Hidden Meadows, for the benefit of all lots in Hidden Meadows and the other benefited property identified in paragraph 5 below.

3. Owner grants to NSP Development, it successors and assigns, a perpetual easement to an area 50 feet in radius around the well, and to a strip 50 feet in width running directly west from the well to the west property line of Lot 1 for the purpose of:

   a. installing the well and all piping, casing, pumps, and other equipment necessary for a water system to serve Hidden Meadows and the other benefited land identified in paragraph 5 below;

   b. maintaining, repairing, improving or replacing the well, piping, casing, pumps and all other equipment connected to or a part of the water system.

4. Owner shall have the right to one domestic water hookup from the well and water system for Lot 1 and another domestic water hookup for Lot 22. In the event Owner subdivides Lot 1, Owner may have up to an additional three (3) domestic hookups for the subdivided portions of Lot 1.

5. NSP Development shall have the right to have the well and water system benefit the real property legally described in the Bargain and Sale Deed from Elizabeth McCollister to Glen E. McCollister and Ruth G. McCollister dated September 28, 1990, recorded October 1, 1990, in film volume 248, page 333, Yamhill County Records ("Expansion Property"). Any and all consideration paid by the owner of the Expansion Property for the right to hook into the water system and receive water from the well shall be the sole and exclusive property of NSP Development. As a condition of the Expansion Property obtaining water from the well and water system: a) the owner of the Expansion Property must agree to be bound by those portions of the Covenants, Conditions and Restrictions covering Hidden Meadows that relate to the water well and water system, including sharing in the cost to maintain such well and system; b) the addition of additional hookups to the water system must not significantly and adversely reduce the quantity or quality of water provided to the lots in Hidden Meadows; and c) NSP Development must be the developer of all or a portion of the Expansion Property. NSP Development intends to obtain financing from Nicol Investment Company who will place a Deed of Trust on Hidden Meadows. As long as there remains any obligations due Nicol Investments that are secured by a Deed of Trust on Hidden Meadows, NSP Development, itself or its assignees, may expand the water system to the Expansion

After recording return to: NSP Development, Inc., P.O. Box 6059, Portland, Oregon, 97228
Property, but may not draw any water from the well for the Expansion Property until all obligations secured by the Deed of Trust are satisfied.

6. The benefits and burdens of this easement shall run with the land.

7. In the event all lots in Hidden Meadows become eligible to hook into a public water system, at the option of the Design Review Committee, ownership of the well and all rights under this easement may be transferred to the public entity owning the water system.

8. This easement shall terminate upon the occurrence of any of the following events:
   a. Release of easement executed by all persons benefited by this easement;
   b. Abandonment of the well and water system; or
   c. Failure of the persons benefited by this easement, including any public entity to which ownership is transferred, to use the well and water system for a period of one continuous year. The easement shall terminate under this subparagraph only if Owner gives all persons owning lots benefited by this easement, and any public entity to which ownership has transferred, written notice of intent to terminate the easement 30 days prior to the end of the one year period.

STATE OF OREGON

COUNTY OF Yamhill

Personally appeared before me on the 22nd day of July 1993, the above-named Martin VerMulum and Mina VerMulum and acknowledged that they executed the foregoing as their voluntary act and deed.

NOTARY PUBLIC for Oregon
My Commission expires: 3-4-97
TRANSFER OF WATER WELL
AND COMMON IMPROVEMENTS
AND ASSIGNMENT OF EASEMENT

NSP DEVELOPMENT, INC. ("NSP") is the owner of the water well located on Lot 1,
Hidden Meadows, Yamhill County, Oregon, the in-ground water lines, pumps, pump house
and other portions of the water system serving the Hidden Meadows subdivision, and a
Water Well and Water System Easement recorded August 26, 1993, at Volume 282, Page
1539, Yamhill County Recorder’s Office (collectively called “Water System”). The water
system has been expanded to service the Glen Hollow Estates subdivision which is adjacent
to Hidden Meadows. NSP is also the owner of a pending ground water application with the
Oregon Department of Water Resources (“Application”) that will allow water from the Water
System to be used for irrigation purposes in Hidden Meadows. NSP is also the owner of the
signs and fencing installed in Hidden Meadows pursuant to the Covenants, Conditions and
Restrictions recorded August 26, 1993, at Volume 292, Page 1541 and Amendments thereto
recorded March 4, 1994 at Volume 304, Page 1370 (“Common Improvements”).

The owners of the 22 lots in Hidden Meadows have formed the Hidden Meadows
Homeowners’ Association (“HMHA”). The owners of the 13 lots in Glen Hollow Estates have
formed the Glen Hollow Estates Homeowners’ Association (“GHEHA”). Both associations
desire to obtain ownership of the Water System and Application. HMHA desires to obtain
ownership of the Common Improvements.

In consideration of the sum of $2,478.77 paid by HMHA and GHEHA to NSP, receipt
of which is hereby acknowledged, NSP hereby sells, assigns and transfers all right, title
and interest in and to that certain easement (“Easement”) dated July 22, 1993, recorded August
County, Oregon, and the Water System and Applications to HMHA and GHEHA. HMHA
receives an undivided 22/35th ownership in the Water System and Easement. HMHA receives 100% ownership, and
GHEHA receives 100% ownership in the water rights applications pertaining to their
respective subdivisions. NSP also hereby sells, assigns and transfers all right, title and
interest in and to the Common Improvements to HMHA.

NSP hereby transfers to HMHA and GHEHA any and all warranties provided by the
contractor(s) who constructed the Water System and Common Improvements. Except for
such transferred warranties and unpaid liabilities of NSP to contractors, the Water System
and Common Improvements are transferred “AS IS” and “WHERE IS”, without any warranties
or representations express or implied.

GHEHA recognizes and agrees that the Water System and Application are designed
only for residential use and will not allow irrigation of the GHEHA lots unless GHEHA obtains
approval from the Department of Water Resources.
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

NSP DEVELOPMENT, INC.
By: _____________________________
A. Paul Brenneke
President

HIDDEN MEADOWS HOMEOWNERS' ASSOCIATION
By: _____________________________
Roger Ring
President

GLEN HOLLOW ESTATES HOMEOWNERS' ASSOCIATION
By: _____________________________
Tom Thornburgh
President

STATE OF OREGON   
COUNTY OF Washington   

Personally appeared before me on the 29th day of January, 1996, the above named PAUL BRENNEKE who did say he was President of NSP Development, Inc., and that this instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged that he executed the foregoing as its voluntary act and deed.

[Notary Seal]
MELISSA J. ANDERSON
Notary Public for Oregon
My Commission Expires: 9/23/98

Page 2 - TRANSFER OF WATER WELL AND COMMON IMPROVEMENTS
STATE OF OREGON  
COUNTY OF 

Personally appeared before me on the 26th day of January, 1996, the above named ROGER RING who did say he was President of Hidden Meadows Homeowners' Association, and that this instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged that he executed the foregoing as its voluntary act and deed.

STATE OF OREGON  
COUNTY OF 

Personally appeared before me on the 26th day of January, 1996, the above named TOM THORNBURGH who did say he was President of Glen Hollow Estates Homeowners' Association, and that this instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged that he executed the foregoing as its voluntary act and deed.

Page 3 - TRANSFER OF WATER WELL AND COMMON IMPROVEMENTS
TRANSFER OF WATER WELL AND COMMON IMPROVEMENTS AND ASSIGNMENT OF EASEMENT

For valuable consideration, Hidden Meadows Homeowners' Association and Glen Hollow Estates Homeowners' Association hereby assign, transfer, and convey all of their respective right, title, and interest in and to all in-ground water lines, pumps, pump house, and all other portions of that water system currently serving the subdivisions unto Hidden Meadows Water Association (an OR non-profit corporation) with the said well located on Lot 1, Hidden Meadows.

Dated this 11 day of April, 2000.

Hidden Meadows Homeowners' Association
by: Brenda Spenley
President

Glen Hollow Estates Homeowners' Association
by: Gary R. Batu
President

State of Oregon )
) ss
County of Yamhill )

Personally appeared the above-named Brenda Spenley before me and acknowledged the foregoing instrument to be her voluntary act and deed and who further stated that she was the President of Hidden Meadows Homeowners' Association and that she was executing the foregoing document with the authority of the Board of Directors.

Subscribed and sworn to before me this 11 day of April, 2000.

Janet L. Winder
Notary Public for Oregon
My commission expires: 5/11/01

AFTER RECORDING RETURN TO:

Michael G. Gunn
Attorney at Law
P.O. Box 1046
Newberg, OR 97132

SEND ALL TAX STATEMENTS TO:

NO CHANGE
State of Oregon   
County of Yamhill

Personally appeared the above-named Gayle L. Baker before me and acknowledged the foregoing instrument to be her voluntary act and deed and who further stated that she was President of Glen Hollow Estates Homeowners' Association and that she was executing the foregoing documents with the authority of the Board of Directors.

Subscribed and sworn to before me this 11th day of April, 2000.

JANET L. WINDER
Notary Public for Oregon
My commission expires: 5/14/01
EXPANSION OF EASEMENT

A water well has been installed on Lot 1, Hidden Meadows, Yamhill County, Oregon. The owners of Lot 1 granted a Water Well and Water System Easement benefiting the other lots of Hidden Meadows. That easement was recorded on August 26, 1993, at film volume 292, page 1539, Yamhill County Records (the "Easement").

The Easement granted the right to NSP Development to expand the benefit of the Easement, and the right to use the water well and water system, to the real property legally described in the Bargain and Sale Deed from Elizabeth McCollister to Glen E. McCollister and Ruth G. McCollister dated September 28, 1990, recorded October 1, 1990, at film volume 248, page 333, Yamhill County Records ("Expansion Property").

Notice is hereby given that NSP Development has so exercised its rights under the Easement. The Easement, and the right to use the water well and the water system, are hereby expanded to benefit the Expansion Property.

The owner(s) of the Expansion Property, and their successors and assigns, hereby agree as follows: a) to be bound by those portions of the Hidden Meadows Covenants, Conditions and Restrictions recorded August 26, 1993, at film volume 292, page 1541 Yamhill County Records, and Amendment thereto recorded March 4, 1994, at film volume 304, page 1370, Yamhill County Records, that relate to the water well and water system, including sharing in the cost to maintain such well and system; and b) the addition of additional hookups to the water system will not significantly and adversely reduce the quantity or quality of water provided to the lots in Hidden Meadows. NSP Development and the owner(s) of the Expansion Property warrant that all other conditions to allow expansion of the Easement have occurred.

NSP Development, Inc.

By: [Signature]
A. Paul Brenneke
President

1 - EXPANSION OF EASEMENT
Vancouver Development Co.

By

Thomas A. Thornburgh
President

STATE OF OREGON

) ss.
COUNTY OF MULTNOMAH)

Personally appeared before me on the 1st day of December, 1995, the above-named A. Paul Brenneke who did say he was President of NSP Development, Inc., and that this instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged that he executed the foregoing as its voluntary act and deed.

[Signature]
NOTARY PUBLIC for Oregon
My Commission expires June 01, 1999

STATE OF OREGON

) ss.
COUNTY OF MULTNOMAH

Personally appeared before me on the 1st day of December, 1995, the above-named Thomas A. Thornburgh who did say he was President of Vancouver Development Co. and that this instrument was signed in behalf of said corporation by authority of its board of directors; and acknowledged that he executed the foregoing as its voluntary act and deed.

[Signature]
NOTARY PUBLIC for Oregon
My Commission expires June 01, 1999

2 - EXPANSION OF EASEMENT
PLAT OF GLEN HOLLOW ESTATES

Located in a part of the David Ramsey Donation Land Claim No. 40 in the Northwest 1/4 of Section 30 and the Southwest 1/4 of Section 19, Township 3 South, Range 2 West of the Willamette Meridian, Yamhill County, Oregon

SURVEYOR’S CERTIFICATE:

I, MARC B. MURSELL, a registered land surveyor in the State of Oregon, do hereby certify that I have correctly surveyed and marked with proper monuments, 24" x 30" iron rods with yellow plastic cap marked “MURSELL 2000”, the lots hereinafter known as “Glen Hollow Estates” and being more particularly described as follows:

BEGINNINGS AT THE INTERSECTION OF A ROD SET BY ME IN THIS SURVEY AT THE SOUTHEAST CORNER OF LOT 1, SAD HIDDEN POINT, BEING THE SOUTHEAST CORNER OF THE TRACT OF LAND HELD BY GLEN AND KYLIE McCLOLLISTER, AS SHOWN AND DESCRIBED IN THE ATTACHED MAP AND DESCRIBED IN THE ATTACHED CERTIFICATE, AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND STREETS AND TO BE INCORPORATED INTO “GLEN HOLLOW ESTATES.”

We hereby dedicate to the public use forever the streets as shown on the attached map, there being no water rights appurtenant to this property.

GLEN McCLOLLISTER

RUTH McCLOLLISTER

DECLARATION:

KNOW ALL MEN BY THESE PRESENTS THAT WE, GLEN McCLOLLISTER AND RUTH McCLOLLISTER, ARE THE TITLED OWNERS OF THE LAND SHOWN ON THE ATTACHED MAP AND DESCRIBED IN THE ATTACHED CERTIFICATE, AND HAVE CAUSED THE SAME TO BE DIVIDED INTO LOTS AND STREETS AND TO BE INCORPORATED INTO “GLEN HOLLOW ESTATES.”

We hereby dedicate to the public use forever the streets as shown on the attached map, there being no water rights appurtenant to this property.

GLEN McCLOLLISTER

RUTH McCLOLLISTER

ACKNOWLEDGEMENT:

STATE OF OREGON)

COUNTY OF YAMHILL)

This is to certify that on this 19th day of June, 1995, before me personally appeared GLEN McCLOLLISTER and RUTH McCLOLLISTER and THOMAS THORNBURG, who being duly sworn did say that they are the identical persons whose hands and seals are hereunto subscribed and that the instrument was executed freely and voluntarily.

GLEN McCLOLLISTER

RUTH McCLOLLISTER

THOMAS THORNBURG

BICKFORD-MURSELL SURVEYING
29970 S.W. TOWNECENTER LOOP W., SUITE 8423
WILSONVILLE, OREGON 97070
(303) 224-1407

Covenants & Restrictions
Recorded June 29, 1995 Inst. # 1995082001

Vol 4  11